

1 Lawrence J. Semenza, III, Esq., Bar No. 7174
Email: ljs@semenzalawfirm.com
2 Christopher D. Kircher, Esq., Bar No. 11176
Email: cdk@semenzalawfirm.com
3 SEMENZA & SEMENZA, LLP
4 3883 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
5 Telephone: (702) 369-6999
Facsimile: (702) 263-3539
6

7 Attorneys for Plaintiff/Judgment Creditor
Wynn Resorts Holding, LLC

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 WYNN RESORTS HOLDINGS, LLC, a Nevada
11 Limited Liability Company,

12 Plaintiff,

13 v.

14 ELLIOT FISHER, an individual,

15 Defendant.

Case No. 2:05-cv-01443-LDG-LRL

**AFFIDAVIT OF RENEWAL OF
JUDGMENT**

16 STATE OF NEVADA)
17) ss.
18 COUNTY OF CLARK)

19 Plaintiff/Judgment Creditor WYNN RESORTS HOLDINGS, LLC, by and through Mary
20 Ann Nicholson, its authorized representative, and pursuant to NRS 17.214, first being duly
21 sworn according to law, hereby submits this Affidavit of Renewal of Judgment against
22 Defendant/Judgment Debtor Elliot Fisher ("Judgment Debtor").

23 1. I am the Director of Litigation and Claims Administration for Wynn Resorts
24 Holdings, LLC, the Plaintiff/Judgment Creditor in the above-entitled action. I have personal
25 knowledge of the facts contained in this affidavit and if called to do so, would testify
26 competently thereto.

27 2. The Judgment was originally recorded in Clark County, Nevada on February 12,
28 2007, instrument number 200702120000547.

SEMENTZA & SEMENZA, L.L.P.
3883 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
(702) 369-6999

3. The Amended Judgment was originally recorded in Clark County, Nevada on December 28, 2012, instrument number 201212280002128.

4. The Judgment was initially entered in this Court, on January 31, 2007, for a total amount of \$105,332.40. See Default Judgment attached hereto as Exhibit "A". The Amended Judgment being renewed was entered in this Court on March 13, 2007, for a total amount of \$105,332.40. See Amended Default Judgment attached hereto as Exhibit "B".

5. Neither Judgment Debtor nor anyone on his behalf has made any payments to satisfy any part of the Judgment. There are no outstanding writs of execution for enforcement of the Judgment.

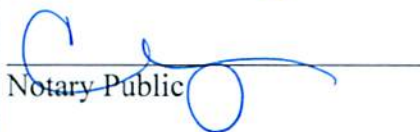
6. There are no offsets or counterclaims in favor of the Judgment Debtor.

7. The current amount due and owing to date on the Judgment is \$105,332.40.

FURTHER, AFFIANT SAYETH NAUGHT.


MARY ANN NICHOLSON

Subscribed and sworn before me
this 4 day of Jan., 2013.

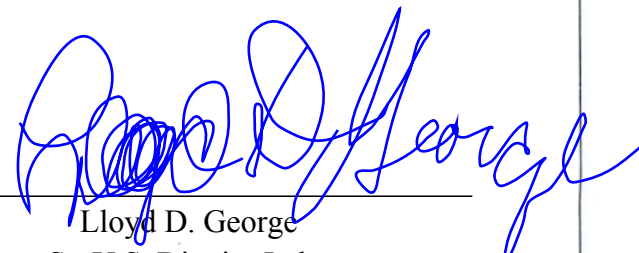

Notary Public



ORDER

IT IS SO ORDERED.

DATED this 22 day of January, 2013.


Lloyd D. George
Sr. U.S. District Judge

CERTIFICATE OF SERVICE

I am employed by the law firm of Semenza & Semenza, LLP in Clark County. I am over the age of 18 and not a party to this action. My business address is 3753 Howard Hughes Parkway, Suite 200, Las Vegas, Nevada 89169.

On the 16 day of January, 2013, I served the document(s), described as:

AFFIDAVIT OF RENEWAL OF JUDGMENT

- ☒ by placing the ☐ original ☒ a true copy thereof enclosed in a sealed envelope addressed
- ☒ a. **ECF System** (*You must attach the "Notice of Electronic Filing", or list all persons and addresses and attach additional paper if necessary*)

Mark G Tratos
Laraine M I Burrell
Greenberg Traurig, LLP
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas, NV 89169
tratosm@gtlaw.com
burrelll@gtlaw.com

Ronald D Green, Jr.
Randazza Legal Group
6525 W. Warm Springs Road, Suite 100
Las Vegas, NV 89118
rdg@randazza.com

- ☒ b. **BY CERTIFIED, U.S. MAIL, RETURN RECEIPT REQUESTED.** I deposited such envelope in the mail at Las Vegas, Nevada. The envelope(s) were mailed with postage thereon fully prepaid, certified, return receipt requested. I am readily familiar with Semenza & Semenza, LLP's practice of collection and processing correspondence for mailing. Under that practice, documents are deposited with the U.S. Postal Service on the same day which is stated in the proof of service, with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date stated in this proof of service.

Elliot Fisher
1425 Apple Hill Road
Cincinnati, Ohio 45230

- ☐ c. **BY PERSONAL SERVICE.**
- ☐ d. **BY DIRECT EMAIL.**
- ☐ e. **BY FACSIMILE TRANSMISSION.**

/s/ Olivia A. Rodriguez
An Employee of Semenza & Semenza, LLP

EXHIBIT A

EXHIBIT A

1 Mark G. Tratos (Bar No. 1086)
Ronald D. Green Jr. (Bar No. 7360)
2 Laraine M. I. Burrell (Bar No. 8771)
Andrew D. Sedlock (Bar No. 9183)
3 GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway
4 Suite 500 North
Las Vegas, Nevada 89169
5 Telephone: (702) 792-3773
Facsimile: (702) 792-9002

6 Counsel for Plaintiff

8 UNITED STATES DISTRICT COURT

9 DISTRICT OF NEVADA

10 Wynn Resorts Holdings, LLC, a Nevada
Limited Liability Company,

11 Plaintiff,

13 v.

15 Elliot Fisher, an individual,
16 Defendant.

Case No. CV-S-05-1443-LDG-LRL

12 DEFAULT JUDGMENT

17
18
19
20
21 Plaintiff Wynn Resorts Holdings, LLC, having filed a Motion for Entry of Default
22 Judgment against Defendant Elliot Fisher pursuant to Rule 55 of the Federal Rules of Civil
23 Procedure; the Defendant having failed to respond to, or answer, Plaintiff's Complaint
24 previously served upon Defendant; the Clerk of the Court having entered Default against
25 Defendant on July 26, 2006; this Court having now given due consideration to Plaintiff's
26 Motion for such judgment as well as papers, pleadings, and exhibits offered in support
27 thereof; and the Court being further fully advised in the matter and there having been no
28 appearance made by Defendant, it is therefore,

1 ORDERED, ADJUDGED and DECREED that Judgment be entered in favor of
 2 Plaintiff Wynn Resorts Holdings, LLC, and against Defendant Elliot Fisher, on all counts of
 3 Plaintiff's Complaint; and, it is further ordered and adjudged that said Judgment shall
 4 include the following specific findings of fact and award of specific relief:

- 5 a. Plaintiff Wynn Resorts Holdings, LLC, is the owner of certain WYNN
 6 trademarks and variations thereof used in relation to casino and resort-hotel
 7 and travel reservation services as identified in the Complaint;
- 8 b. Plaintiff Wynn Resorts Holdings, LLC's WYNN marks are famous;
- 9 c. Defendant registered and used the Infringing Domain Names
 10 <www.wynninmacau.com> <www.wynnhongkong.com> and
 11 <wynnatlanticcity.com> with the bad faith intent to profit from his use of
 12 Plaintiff's marks;
- 13 d. Defendant offered to sell the Infringing Domain Names through his websites
 14 accessible at <www.wynninmacau.com>, <www.wynnhongkong.com> and
 15 <wynnatlanticcity.com>;
- 16 e. Plaintiff and Defendant are competitors and the respective services offered by
 17 each are similar;
- 18 f. Defendant's use of the term WYNN in connection with his services is likely to
 19 cause confusion as to the source and origin of Defendant's services;
- 20 g. Defendant's use of the term WYNN in connection with his services has and is
 21 likely to continue to cause dilution of Plaintiff Wynn Resorts Holdings, LLC's
 22 WYNN marks;
- 23 h. Should Defendant's use of the term Wynn continue, Plaintiff will continue to
 24 suffer irreparable injury to its good will and reputation which was established
 25 through use of the WYNN marks and for which an award of damages would
 26 be inadequate.
- 27 i. Should Defendant's use of the term WYNN continue, Plaintiff will continue to
 28 suffer irreparable injury as the Wynn marks will lose their capacity to identify

1 its goods and services; i.e., they will be diluted, for which an award of
2 damages would be inadequate;

3 j. Defendant acted willfully in his infringement and dilution of the WYNN marks;
4 and

5 k. Defendant is liable for his infringement, dilution, unfair competition and
6 cybersquatting.

7 THEREFORE, IT IS HEREBY ORDERED that the Defendant Elliot Fisher, his
8 respective officers, agents, servants, employees, and/or all persons acting in concert or
9 participation with him, (1) from using Plaintiff's trademarks or confusingly similar variations
10 thereof, alone or in combination with any other letters, words, letter strings, phrases or
11 designs, in commerce or in connection with any business or for any other purpose
12 (including, but not limited to, on web sites and in domain names); and (2) from registering,
13 owning, leasing, selling or trafficking in any domain name containing Plaintiff's trademarks
14 or confusingly similar variations thereof, alone or in combination with any other letters,
15 words, phrases or designs;

16 IT IS FURTHER ORDERED that the current registrar of the <wynninmacau.com>,
17 <wynnhongkong.com> and <wynnatlanticcity.com> domain names shall immediately
18 unlock and permanently transfer the <wynninmacau.com>, <wynnhongkong.com> and
19 <wynnatlanticcity.com> domain names to Plaintiff;

20 IT IS FURTHER ORDERED that Defendant pay Plaintiff \$1,000 in nominal damages
21 for corrective advertising;

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 IT IS FURTHER ORDERED that Defendant pay Plaintiff statutory damages of
2 \$100,000;

3 IT IS FURTHER ORDERED that Defendant pay Plaintiff's attorneys' fees and costs
4 in the amount of \$4,032.40;

5 IT IS FURTHER ORDERED that Plaintiff's cash deposit of Three Hundred Dollars
6 (\$300.00) be released from the Registry Account of this Court and returned to Greenberg
7 Traurig.

8 IT IS FURTHER ORDERED that jurisdiction of this case shall be retained by this
9 Court for the purpose of enforcement of this Judgment.

10 
11 UNITED STATES DISTRICT JUDGE

12 DATED: 25 January 2007

13 Submitted by:

14 
GREENBERG TRAURIG, LLP

15 Mark G. Tratos (Bar No. 1086)
16 Ronald D. Green Jr. (Bar No. 7360)
17 Laraine M. I. Burrell (Bar No. 8771)
18 Andrew D. Sedlock (Bar No. 9183)
19 3773 Howard Hughes Parkway
20 Suite 500 North
21 Las Vegas, Nevada 89169
22 Counsel for Plaintiff
23
24
25
26
27
28

EXHIBIT B

EXHIBIT B

Mark G. Tratos (Bar No. 1086)
 Ronald D. Green Jr. (Bar No. 7360)
 Laraine M. I. Burrell (Bar No. 8771)
 Andrew D. Sedlock (Bar No. 9183)
 GREENBERG TRAURIG, LLP
 3773 Howard Hughes Parkway
 Suite 500 North
 Las Vegas, Nevada 89169
 Telephone: (702) 792-3773
 Facsimile: (702) 792-9002

Counsel for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Wynn Resorts Holdings, LLC, a Nevada
 Limited Liability Company,

 Plaintiff,

v.

Elliot Fisher, an individual,

 Defendant.

Case No. CV-S-05-1443-LDG-LRL
AMENDED DEFAULT JUDGMENT

Plaintiff Wynn Resorts Holdings, LLC, having filed a Motion for Entry of Default Judgment against Defendant Elliot Fisher pursuant to Rule 55 of the Federal Rules of Civil Procedure; the Defendant having failed to respond to, or answer, Plaintiff's Complaint previously served upon Defendant; the Clerk of the Court having entered Default against Defendant on July 26, 2006; this Court having now given due consideration to Plaintiff's Motion for such judgment as well as papers, pleadings, and exhibits offered in support thereof; and the Court being further fully advised in the matter and there having been no appearance made by Defendant, it is therefore,

1 ORDERED, ADJUDGED and DECREED that Judgment be entered in favor of
2 Plaintiff Wynn Resorts Holdings, LLC, and against Defendant Elliot Fisher, on all counts of
3 Plaintiff's Complaint; and, it is further ordered and adjudged that said Judgment shall
4 include the following specific findings of fact and award of specific relief:

- 5 a. Plaintiff Wynn Resorts Holdings, LLC, is the owner of certain WYNN
6 trademarks and variations thereof used in relation to casino and resort-hotel
7 and travel reservation services as identified in the Complaint;
- 8 b. Plaintiff Wynn Resorts Holdings, LLC's WYNN marks are famous;
- 9 c. Defendant registered and used the Infringing Domain Names
10 <wynninmacau.com>, <wynnhongkong.com> and <wynnatlanticcity.com>
11 with the bad faith intent to profit from his use of Plaintiff's marks;
- 12 d. Defendant offered to sell the Infringing Domain Names through his websites
13 accessible at <wynninmacau.com>, <wynnhongkong.com> and
14 <wynnatlanticcity.com>;
- 15 e. Plaintiff and Defendant are competitors and the respective services offered by
16 each are similar;
- 17 f. Defendant's use of the term WYNN in connection with his services is likely to
18 cause confusion as to the source and origin of Defendant's services;
- 19 g. Defendant's use of the term WYNN in connection with his services has and is
20 likely to continue to cause dilution of Plaintiff Wynn Resorts Holdings, LLC's
21 WYNN marks;
- 22 h. Should Defendant's use of the term Wynn continue, Plaintiff will continue to
23 suffer irreparable injury to its good will and reputation which was established
24 through use of the WYNN marks and for which an award of damages would
25 be inadequate.
- 26 i. Should Defendant's use of the term WYNN continue, Plaintiff will continue to
27 suffer irreparable injury as the Wynn marks will lose their capacity to identify
28

1 its goods and services; i.e., they will be diluted, for which an award of
2 damages would be inadequate;

3 j. Defendant acted willfully in his infringement and dilution of the WYNN marks;
4 and

5 k. Defendant is liable for his infringement, dilution, unfair competition and
6 cybersquatting.

7 THEREFORE, IT IS HEREBY ORDERED that the Defendant Elliot Fisher, his
8 respective officers, agents, servants, employees, and/or all persons acting in concert or
9 participation with him, (1) from using Plaintiff's trademarks or confusingly similar variations
10 thereof, alone or in combination with any other letters, words, letter strings, phrases or
11 designs, in commerce or in connection with any business or for any other purpose
12 (including, but not limited to, on web sites and in domain names); and (2) from registering,
13 owning, leasing, selling or trafficking in any domain name containing Plaintiff's trademarks
14 or confusingly similar variations thereof, alone or in combination with any other letters,
15 words, phrases or designs;

16 IT IS FURTHER ORDERED that Verisign, Inc., the registry, shall be required under
17 15 U.S.C. § 1125 (d)(2)(D)(i) to change the registrar of record for the domain names
18 <www.wynninmacau.com>, <www.wynnhongkong.com>, and <wynnatlanticcity.com> to
19 Tucows, Inc., which will subsequently permanently transfer the <www.wynninmacau.com>,
20 <www.wynnhongkong.com>, and <wynnatlanticcity.com> domain names to Plaintiff;

21 IT IS FURTHER ORDERED that Defendant pay Plaintiff \$1,000 in nominal damages
22 for corrective advertising;

23 IT IS FURTHER ORDERED that Defendant pay Plaintiff statutory damages of
24 \$100,000;

25 IT IS FURTHER ORDERED that Defendant pay Plaintiff's attorneys' fees and costs
26 in the amount of \$4,032.40;

27 ///

28 ///

1 IT IS FURTHER ORDERED that Plaintiff's cash deposit of Three Hundred Dollars
2 (\$300.00) be released from the Registry Account of this Court and returned to Greenberg
3 Traurig.

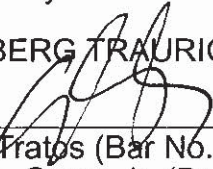
4 IT IS FURTHER ORDERED that jurisdiction of this case shall be retained by this
5 Court for the purpose of enforcement of this Judgment.

6
7 
UNITED STATES DISTRICT JUDGE

8 DATED: 9 MAR 2007

9 Submitted by:

10 GREENBERG TRAURIG, LLP

11 
Mark G. Fratos (Bar No. 1086)
12 Ronald D. Green Jr. (Bar No. 7360)
Laraine M. I. Burrell (Bar No. 8771)
13 Andrew D. Sedlock (Bar No. 9183)
3773 Howard Hughes Parkway
Suite 500 North
14 Las Vegas, Nevada 89169
Counsel for Plaintiff